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The Oath in Cuneiform Inscriptions. — By SAMUEL A. B. MERCER, Professor in Western Theological Seminary, Chicago, Ill.

i. The Oath in Sumerian Inscriptions¹.

Sumerian literature in its original form is well represented by commercial and historical documents. We have, however, no original Sumerian religious composition, but of late copies of such literature we possess an abundance, as Langdon's *Sumerian and Babylonian Psalms* well demonstrate. In this later class of Sumerian literature no indication of the taking of an oath has thus far been found, and even if there should be found such an indication it would not help us in the study of the growth of oath-taking, since obviously the same reference may have in mind different incidents. We shall, therefore, confine our study to oaths found in commercial and historical inscriptions.

While our contract tablets are primarily commercial documents, yet they are often found very useful for historical research, since most of them mention contemporary rulers either in their date formula, or as parties interested in the transaction. Those documents which are primarily historical we shall study later, but shall now confine our attention to contract or commercial literature.

¹ Abbreviations not explained in the text: **Gen. Dréh.** H. de Genouillac, *Tablettes de Dréhem*, Paris 1911. — **Gen. Dréh. C. B.** H. de Genouillac, *La Trouvaille de Dréhem, étude avec un choix de textes de Constantinople et Bruxelles*, Paris, 1911. — **ITT.** *Inventaire des Tablettes de Tello*, Tome I et II, par F. Thureau-Dangin et H. de Genouillac, Paris, 1910. — **Myhr.** D. W. Myhrman, *Sumerian Administrative Documents from the Second Dynasty of Ur*, BE, Series A, Vol. III¹. — **Nik. Drevnosti Voctochnyya**, redaktsie M. B. Nikolski, Tome III², S. Petersbourg, 1908. — **RA.** *Revue d'Assyriologie*, Oppert, Ledrain, et Heuzey, Paris. — **RTC.** *Recueil de Tablettes Chaldéennes*, par F. Thureau-Dangin, Paris, 1903. — **ZA.** *Zeitschrift für Assyriologie*, herausg. von C. Bezold, Straßburg.

The very earliest known Sumerian contract tablets (c. 4000 B. C.) such, for example, as AO 2753 which was published, transliterated and translated by F. Thureau-Dangin, RA VI, Nr. 4 p. 143, "Contrats archaïques", Nr. I, contain no oath nor any indication that would lead us to think that an oath was taken. Yet the argument *e silentio* may not have much real force here in considering the custom of oath-taking of this early period, since our records are so scanty.¹

After about five or six hundred years, when we approach the period immediately preceding the time of the Ur-Ninan dynasty, i. e. c. 3500—3400 B. C., we meet with what seems to be a real development in the direction of that oath-taking custom which became so common in later times, especially during the great legal period of the Hammurabi dynasty. Thureau-Dangin has published, in his RTC, and transliterated and translated in RA VI, 4, p. 146 ff., "Contrats archaïques", four business contracts, RTC 12—15,² from Tello, belonging to this Pre-Ur-Ninan period which contain no mention of an oath, but which contain the names of witnesses (*galu-ki-enim*³) to the contract. In the case of Nr. 12, which is a document about a donation, the transaction seems to have taken place in the temple (*ki-nad Di-abzu-a*, "in the resting-room — lit., "place of rest" — of *Di-abzu-a*", i. e. a definite room, as it seems, in the temple where the transaction took place). Nos. 13 and 14 which are contracts of sale have, besides the witnesses, the name of the official scribe (*dub-šar*, "writer of tablets"), while Nos. 14 and 15 have the *dub-šar-gan*, "the scribe of the field" (the land-surveyor) which is sold.

From the dynasty of Ur-Nina and the reign of Entemena of Lagash (Tello) we have one business document, RTC 16,⁴

¹ See S. Langdon, *Sumerian Grammar*, p. 6 ff. for a full list of Sumerian literature.

² The others belonging to this period, namely RTC 1—11, contain no mention of witnesses.

³ It is interesting to notice that the chief part of this compound  *galu*, contains within itself a religious idea, since it denotes a prostrate man in the act of adoration. This would teach us that the early idea underlying the action of a witness was a religious one. The witnesses at this early stage might well have been considered a sufficient guarantee of truthfulness without the taking of an oath.

⁴ Transliterated and translated by S. Langdon in ZA XXV. 1—2, Sprechsaal, "Some Sumerian Contracts", p. 205 ff.

which also contains evidence of the presence of witnesses (*galu-ki-enim-ma-bi-me*) and a scribe (*dub-šar*) but has no formal oath; and a similar one, RTC 17¹, from the reign of Enlitarzi of Lagash in which the wife of Enlitarzi himself appears in the contract which is signed before witnesses among whom are scribes. There is an interesting statement at the end of this contract; it reads *dū-bi zag-gi bi-ag* “each of them thereunto put his right hand”. As we know from Babylonian and Assyrian Literature the hand² played an important part in the ritual of an oath, and since the Arabic  means *oath* as well as *right-hand* we are perhaps right in seeing in this expression an indication that an oath was actually taken. In this same dynasty the reign of Lugalanda is represented by one contract, Nik. 17, where witnesses (*galu ki-enim-ma-bi-me*) occur. These three tablets also come from Tello.

On the famous Obelisk of Maništusu³ King of kiš, contemporaneous with Lugalanda of Lagash, we have commercial transactions which were ratified in the temple before certain specified persons, although there is no mention of an oath. Face A Col. 8 l. 19, for example, shows us that the transaction took place before (*pān*) *La-mu-um* priest of *Za-Mal-Mal* who was god of Kiš, which would be in the temple of that god; a scribe (*dub-šar*) was always present, cf. Col. 16 l. 7 of Face A, and Face D Col. 12 l. 13 *pān ilu Nin-kar*, “before the god *Nin-kar*”. Here the scribe is mentioned in Col. 14 l. 16 of Face D.

The legal form used in these tablets which was the form used up to and including the period of the dynasties of Ur-Nina and Kiš is not very different from that employed during later periods. As a rule, the names of the interested persons are first given, then follow the object and nature of the transaction, then the mention of any extra incidents connected with it, then the witnesses and other officials, then sometimes the place where the transaction took place is mentioned, and, finally, the date. There is, however, no oath. Our conclusions are

¹ See p. 34, n. 4.

² Compare for an interesting parallel Ezra 10, 19, and many other such examples in the Old Testament.

³ Published, transliterated, and translated by V. Scheil in *Délégation en Perse, Mémoires, Tome II, Textes Élamites-Sémitiques, Première Série* p. 6 ff. Of early Semitic record this is perhaps the most important.

naturally limited as our records are few and all come from Lagash with the exception of the Obelisk of Maništusu which was found at Susa.

It is not till we reach the dynasty of Ur (c. 2295 BC.) that we meet with contracts which contain a direct oath. Here again many documents are found which contain no such oath but which were witnessed before certain persons whose names are often given. Further, there are other contracts that are merely sealed, while still others are drawn up in the temple of a deity (e. g. RA VIII, Nr. 1, in the temple of *Nin-mar-ki, E.-d.-Nin-mar-ki-ka*). As such contracts are many I shall not deem it necessary to name them, but shall confine my study to those which contain a direct expression of an oath. Up to the dynasty of Ur, as we have seen, no contract has been found which contains any such expression of an oath. This does not mean that the custom of oath-taking may not have existed during that period, since an oath may actually have been taken before the custom of recording it in set terms arose; but so far as our inscriptions go we have no evidence that such an oath was recorded till the time of this dynasty.

Following are all the Sumerian contract documents which contain an oath. All of them with a few exceptions, which will be noted as we meet them, come from Tello. It is also to be noted that they all belong to the dynasty of Ur. This is perhaps due to the fact that most all of our tablets come from the same place. There are a few whose dates either are not given or are defaced, but we are pretty certain that they belong to the same dynasty since they were found in the same place and bear the same marks of composition and arrangement as those that are dated. The dynasty of Ur, according to Hilprecht's Chronological list of the Kings of Ur and Nisin, began in 2295 and lasted till 2178 B. C. The rulers were Ur-Gur 2295—2278, Dungi 2277—2219, Bur-Sin 2218—2210, Gimil-Sin 2209—2203, and Ibi-Sin 2202—2178. Many of the contracts belonging to this dynasty mention the fact that an oath was taken without stating whether any person or thing was invoked, others state that the oath was taken by invoking the name of the king. This is interesting for later, e. g. during the Hammurabi dynasty, the king is specifically named and as a rule one or more deities are invoked at the same time. During this early period such a form never occurs—either

there is no invocation at all, or merely the name of the king is invoked.

I. Those contracts which contain an oath but no invocation.

Reign of Dungi 2277—2219 B. C.

1. ITT 923*.¹ This is a tablet containing an account of five different transactions: 1. A confirmation of the sale of a slave, which is sworn to (*nam-erim-am*², "an oath there is") in the presence of the assessor (*maskim*³). The name of the swearer, as a rule, as here, comes before the oath. 2. ^dNinnika is accused of stealing a cow, but swears (*nam-erim-am*) not guilty in the presence of the assessor. 3. An act of repudiation on the taking of an oath (*nam-erim-am*), before the assessor. 4. Lugal-gi-na is accused of theft, but swears (*nam-erim-nam*) not guilty before an assessor. 5. A suit about a garment. The case is not very clear as the tablet is much broken. The oath (*nam-erim-am*) is sworn in the presence of the assessor. Then follows the name of the patesi (*Ur-d Lama pa-te-si*) who seems to have acted as judge⁴ for the above five suits. Then comes, as is usual, the date.

In addition to what has been said about the word *nam-erim* in my Inaugural Dissertation already referred to in the footnote it may be well to note here the depth of meaning underlying it. As *nam* = *šimtu* = destiny, and *erim* = hostile it is evident that this word was originally connected with the idea of malediction⁵ or curse and, when used in the oath formula, indicated that curse which would fall upon the per-

¹ Those thus* marked have been transliterated and translated by H. de Genouillac in RA VIII, 1—2 p. 1 ff., "Textes juridiques de l'époque d'Ur".

² For a technical discussion of this word see my Inaugural Dissertation, *The Oath in Babylonian and Assyrian Literature*, Munich 1911, p. 26 f., which will soon be published by P. Geuthner, Paris, with an Appendix by F. Hommel.

³ See, for a full discussion of this term, *Babyloniac* III, 2 p. 88, "Sá-tilla, textes juridiques de la seconde dynastie d'Our", by F. Pélagaud. For the rendering "Assessor", see de Genouillac, *op. cit.*

⁴ Although the word for judge does not occur here, as it does in many cases, yet the patesi's name occupies the same place in this tablet as the judge does in many others.

⁵ In its Assyrian form it appears as *mamitu*, ban, curse, oath. In later Babylonian and Assyrian literature the curse almost completely replaced the oath in legal proceedings.

jurer. Therefore, in essence the oath was a conditional curse, and was expected to have the power of drawing forth from the contestants in a dispute the truth under penalty of malediction¹, and when the name of the king was invoked it was done with the purpose of making the oath more solemn and binding, and, learning from experience that oaths were sometimes broken, to guarantee its preservation.

The legal literary form used in these tablets is so similar in every case that it may be well to give an analysis of the form which it takes in order to avoid unnecessary detail and repetition in our discussion of the other documents of this period. It will be seen that this form differs only in the oath formula from that of the earlier tablets. First, the names of the parties to the contract are given; secondly, the object and nature of the transaction are noted; thirdly, the mention of any extra incidents connected with the transactions; fourthly, the oath; fifthly, the name of the witness or witnesses, though not always given, and that of the assessor and judge or judges; and lastly, the date, often giving the day or year when some important event happened.

2. ITT 936*. Here are two transactions; the first dealing with a robbery the details of which are not given, but an oath (*nam-erim-am*) is taken before the assessor; the second is a note of adoption of a female slave probably by her father. In this last case no oath is taken. The matter is confirmed (*ba-na[gi-in]*) before an assessor. The word *ba-na-gi-in* is interesting because its chief element *gîn* = to establish. It cannot, however, be said to be a substitute for an oath because in RTC 291 we have the same word in a contract where a formal oath occurs. The judge in both cases seems to be Ur-^a-Lama the patesi. Then follows the date as usual.

3. ITT 948*. This is a case of repudiation. The husband seemingly without definite cause repudiates his wife before consummation of marriage. The oath (*nam-erim-am*) is taken before the assessors, Ur ^a Lama the patesi being judge.

Reign of Bur-Sin.

1. RTC 291†.² Galu-duga fails to pay Atud for a slave

¹ Compare the interesting place in Neh. 10, 29.

² Those marked thus † have been transliterated and translated by F. Pélagaud, "Sá-tilla, textes juridiques de la seconde dynastie d'Our", *Babylonica* III, 2, p. 81 ff.

which he has received from him, but Atud receives in compensation one of Galu-duga's own slaves. Alla son of Galu-duga and another person take an oath (*nam-erim-am*) evidently that the slave for compensation would be given to Atud. The oath is taken before the assessor and the judge is Ur ^dLama the patesi. The date is that of the year when Bur-Sin became king, hence the same patesi as in the preceding reign.

2. Pl. XVIII (Pl. III)§¹. In the exchange of a house it is complained that the manager Nagu did not confirm the transaction. An oath is taken (*nam-erim*) to that effect. A second oath (*nam-erim*) is recorded, but it is not certain that it has anything to do with the same exchange. The assessor is present, and there are two names Ur-ka-silim and Gudea which are probably those of the judges.

3. ITT 752*. This tablet contains a collection of different transactions. The first has to do with inheritance. The next two seem to be related, the one dealing with the incapacity of an architect, and the other with a man who has also lost the confidence of his master. In the first transaction an oath (*nam-erim-am*) is taken, and also in the first of the last two (*nam-erim-am*), which on account of their seeming inter-relation may be considered as having applied to both cases. In any case we learn that the three proceedings took place before an assessor, Ur ^dLama the patesi being judge.

4. ITT 830*. Here we have the confirmation of the sale of a girl by her father where, as in a regular law-suit, an oath is taken (*nam-erim-bi ba-tar*²) by interested parties, before an assessor. No judge is present.

5. ITT. 963*. Here are three law-suits about contested property. The tablet has been broken at the end of the first transaction but we can be tolerably sure that an oath was taken as in the other two, each of which has *nam-erim-am* before the assessor. It is interesting to note that the judge (*di-kud*) in this last case who seems to be the same man as

¹ Those marked thus § have been published, transliterated and translated by Pélagaud in *Babyloniac* III, 2, p. 81 ff.

² Or *nam-erim-bi in-tar* or *nam-erim-bi in-kud*. *Tar* is a better rendering than *kud*, compare *tar-ru-da*, shortened to *tar-da*. In any case the rendering would be "his oath he has taken".

the assessor in the other transaction, namely Ur^d-Ka-di, is associated in his capacity as judge with another man, namely Gudea, who is called the elder of the city (*ab-ba-uru*).¹

6. ITT 3516. This is a case of seizure. The matter is taken to court and an oath is taken (*nam-erim-am*) before an assessor and the sentence is confirmed.

Reign of Gimil-Sin.

1. Pél. VIII (Pl. III)§. A certain man gave his son a house and a slave. The gift is ratified by oath (*nam-erim-am*) which is taken by three free-men and a slave to insure the constancy of the gift. No assessor, no witnesses, and no judge is present.

2. Pél. XI (Pl. V)§. Sale of a female slave. The witnesses whose names are recorded take an oath (*nam-erim-b[i i]n-tar*) before the assessor. Two judges are present.

3. RTC 295†. An oath taken (*nam-erim tar-a-bar*) in a previous transaction is protested and claimed irregular by a certain woman Sig-tur-tur and her son Gud-a-gir. The case is brought before judges and an assessor and an oath is taken (*nam-erim-bi in-tar*).

4. ITT 744*. A document concerning a dispute between a master and his slave, the details of which are very uncertain. An oath (*nam-erim-am*) is taken before an assessor and a judge.

5. ITT 746*. A contested slave-sale in which the witnesses are relatives of the contending parties. The testimony, as it seems, is contested, but the purchaser on presenting a superior testimony takes an oath (*nam-erim-am*) before an assessor and two judges and the case is ended.

6. ITT 733*. A dispute about a cloak in which an oath is taken (*nam-erim-bi in-tar*) by the slave that he did not give the cloak to the man who stole it. It is interesting to note that the oath was taken in the temple of Ninmarki (*E-d. Nin-mar-ki-ka*) before an assessor. Relatives of the interested parties are mentioned as being present, perhaps as wit-

¹ Compare the same office in the Hammurabi dynasty; also Ruth 4, 2. Compare E. Cuq, "L'organisation judiciaire de la Chaldée à l'époque de la prem. dynastie", RA VII, 2, p. 65 ff.

nesses. A certain Gudea an elder of the city¹ acts as assessor, and there are three judges. Notice the interesting phrase *ki-di-dur-ba u nam-erim-tar-a-ba*, "at the place where the seat of justice is and where the oath is pronounced".²

7. ITT 929*. A dispute between a buyer and setter of plants in which the oath (*nam-erim-am*) settles the matter. Witnesses, an assessor, and two judges are present.

8. ITT 2802. Here we have a purchase contract which is badly broken. An oath is taken (*nam-erim-am*) in the presence of witnesses.

9. ITT 3542. Another badly broken purchase contract which contains an oath (*[n]am-erim-bi i[n-t]ar*) and witnesses.

Reign of Ibi-Sin.

1. ITT 920*. A house was given to Ud-id-da by the patesi which he gives away by contract. Ud-id-da desires it back, arguing that he had no right to give away such a gift. A magistrate takes an oath (*nam-erim-bi in-tar*) that Ud-id-da had given away the house. The man who received the house together with a witness also takes an oath (*nam-erim-bi ib-tar*). Ud-id-da loses the case. There were two assessors, three judges, and three personally named witnesses.

Undated.

1. ITT 924*. The text of the tablet is in a poor condition. It seems that there are disputes about four accounts which are regulated by judicial authority and an oath (*nam-erim-am*) was taken in each case. No officials are mentioned but we find the interesting expression *ne Ur-ama-mu-dib u Ur^d. Al-la dub-šar ud-na in-gi-ni-eš* "by authority of Ur-ama-mu-dib and of Ur^d. Al-la the scribe they will now keep their engagements", which shows that the transactions were carried on in an official way and perhaps a direct oath was taken. It is further interesting to note that one of the debtors was a priest (*sangu*).

2. RTC 294†. This tablet contains a sworn receipt for the payment of a slave. An oath was taken (*nam-erim-bi tar-dam*) that the slave was received. Witnesses are mentioned by name,

¹ Cf. above p. 40 note 1.

² Cf. ITT 960* p. 47.

and an assessor. There is an additional affair on the same tablet but no oath is taken.

3. Pél. XV (Pl. VI)§. A mutilated document concerning a slave sale in which an oath is taken (*nam-erim-am*). There are present witnesses, an assessor, and two judges.

4. Viroll. *Compt. XVI.*¹ A mutilated business document in which nine different persons take an oath. The varying forms of the expression of swearing are: *nam-ne-ru-am* (twice), and *nam-ne-ru* (seven times).

5. ITT 1010*. A very imperfectly preserved text. It seems that a previous judicial decision is changed by the authority of a patesi, Ur-^aLama. An oath is taken (*nam-erim-bi in-[tar]*), and witnesses are present. Although there is no evidence of a definite date, the fact that the patesi is Ur-^aLama would lead one, unless there was more than one patesi by that name, to conclude that it was in the reign of Dungi or his successor Bur-Sin.²

II. Those contracts in which the name of the king is invoked.

Reign of Dungi.

1. RTC 289†. A case of repudiation of a female slave who presents her case in the name of the king (*mu-lugal*). Two interested persons, perhaps the witnesses, take an oath (*nam-erim-am*), but it is not at all sure that the swearer invoked the name of the king at the taking of the oath,³ and it is also questionable whether the slave took an oath. The transaction took place before an assessor and Ur-^aLama the patesi.

2. Myhr. IV (Pl. 4, No. 7). An assurance that payment will be made in case Ur-Enlil fails to do so. There is here

¹ *Comptabilité Chaldéenne*, par Ch. Virolleaud, Poitiers, 1903. The author has not published the text of this tablet. He gives a transliteration and translation. It comes from Tello and is preserved in the Imperial Ottoman Museum.

² See above p. 38 f.

³ A direct statement comes between *mu-lugal* and *in-na-an-dug* (so and so, she said) which may be looked upon as an indication that an oath was sworn though not expressed. See below p. 45, section 2, and note 2. See also RTC 293 below p. 44, and ITT 960 below p. 47.

no doubt about the fact that the oath is sworn by invoking the name of the king. The text reads *mu lugal-bi ni-pad*, "by the name of the king he has sworn". There are present four witnesses but no assessor.¹

Gen. *Dréh.* 5542.² A transaction concerning a barley loan in which an oath is taken (*mu lugal-bi in-pad*) before witnesses.

Reign of Bur-Sin.

1. Myhr. III (Pl. 3, No. 4). A slave swears that he will not run away from the house of his master. The name of the king is invoked (*mu-lugal ni-na-pad*, "by the name of the king he swore"). There are present three witnesses.

2. Myhr. V (Pl. 5, No. 11). A promise to pay on a specific day a loan. The name of the king is invoked (*mu lugal-bi ni-pad-da*, "by the name king he has sworn"). Witnesses are present.

3. Myhr. VII (Pl. 8, No. 14). An agent buys a palm grove for his patron. The agent and the seller, so it seems, ratify the transaction by taking an oath ([*i*]n? — [*pad?*]) before the royal judge. Then another oath is taken by the name of the king (*mu lugal-bi [in-pad]*), before witnesses.

4. Myhr. Pl. 10, No. 18. A transaction about the loan of silver in which a receipt is sworn to in the name of the king (*mu-lugal ni-pad*), before witnesses.

5. Gen. *Dréh.* CB, Pl. V, No. 22. A commercial transaction giving an account of cattle which were perhaps collected for sacrifice. The oath is taken by invoking the name of the king (*mu lugal-bi in-pad-da*). This is an important document for two chief reasons: first; it shows that the legal literary form known in Nippur and its suburbs (for Dréhem, where it was found, the Sumerian name of which has not yet been identified, is such a suburb) was the same as that used in Lagash and Ur. Secondly; its interesting date formula and the mention of the city of Ur show us that while the account was

¹ It seems that whenever an oath is taken by invoking the name of the king no assessor is present. See the doubtful cases RTC 289, above p. 42; RTC 293, below p. 44; ITT 932, below p. 45; and ITT 960, below p. 47.

² All marked Dréhem were found at a place called in Modern Arabic Dréhem, three miles south of Nippur.

drawn up and legalized by oath in Ur, yet it was dated in "the year of the construction of the throne of Enlil" who was the great Nippurian deity. It seems probable that the cattle, collected perhaps in Dréhem, the account of which was made and legalized in Ur in the third year of the reign of Bur-Sin of that city, were meant for use in sacrificial services to Enlil of Nippur whose calendar system is used in the dating and who, though god of the tributary city of Nippur; was recognized in Ur. On account of the importance of the document and because it has never been transliterated or translated, I here append a transliteration and translation:

Obv.

- | | |
|----------------------------|-----------------|
| 1. <i>XX sil-ga</i> | 20 kids |
| 2. <i>XXI sal-sil-ga</i> | 21 female kids. |
| 3. <i>U-tud-da</i> | U-tud-da |
| 4. <i>Ur-d. Dumi-zi-da</i> | Ur-d. Dum-zi-da |
| 5. <i>u Nu-ur-i-li</i> | and Nu-ur-i-li |

Rev.

- | | |
|---|---|
| 1. <i>mu lugal-bi in-pad-da</i> | swore by the name of the king,
in Ur. |
| 2. <i>šag Uru-ab-ki-ma</i> | Month of Šu-eš-ša, |
| 3. <i>itu Šu-eš-ša</i> | year of the construction of the
throne of Enlil. |
| 4. <i>mu d. gu-za d. En-lil ba-
dim</i> | |

Reign of Gimil Sin.

1. RTC 293†. This tablet contains three property transactions. In the first *Ur-egir* swears (*nam-erim-am*) in the presence of witnesses; in the second no oath is taken; in the third there is an oath taken (*nam-erim-am*) and a reference to another oath, but here the text is incomplete. In the third it seems that the promise to pay is made by invoking the king (*mu lugal*), but again as in RTC 289 it is not at all certain that a direct oath was taken.¹ The assessor is present at the first transaction, and likewise at the third, a circumstance which would lead one to conclude that the oath (in the third transaction) was not sworn in the name of the king (see p. 43, note 1).

¹ See above p. 42 note 3.

2. Pél. XXI.¹ This is a marriage contract and seems to contain either two separate oaths or one which is the development of the other. The first oath was taken in the name of the king (*mu lugal*). The substance of the oath being placed between *mu lugal* and *nam-erim-am*, and forming a direct assertion ending with *ni-in-dug* (so and so, he has said).² There are no witnesses. The second is sworn in the name of the king (*mu-lugal pad-da*), but not, as Pélagaud thinks, in the name of the goddess Ninmarki, also because here Ninmarki-ka is a personal name. The sentence runs: *Mu^aNinmar(ki)-ka-ge mu-lugal pad-da dug-ga-na ba-ni-gin-na-šu*, the *mu* here stands before a personal name, not the name of a goddess. Notice *šu* at the end of the sentence which confirms that.

3. Myhr. I (Pl. 1, No. 1). A slave is brought into court to be reminded of the punishment due to a runaway. The fact is made impressive by the use of the phrase *mu-lugal*, which, with the direct statement constituting the substance of the threat and the phrase *ni-in-dug* (see p. 44) may indicate that an oath was taken. The presence of witnesses and dating of the document would seem to confirm this.

4. Myhr. II (Pl. 2, No. 2). A law-suit about a disputed office. An oath is taken by the name of the king ([*m*]*u lugal-bi in-na-pad*), before witnesses.

5. Myhr. VI (Pl. 6, No. 13). A promise to pay at a stated time a loan or investment. Oath by the name of the king (*mu-lugal in-pad*). Witnesses are present, but are not named as such. They have the word *igi*, "before" immediately before them.

6. ITT 932*. A law-suit in which a complaint is addressed to the grand-vizir in the name of the king and is examined by the assessor and is repeated before judges. There is no mention of an oath nor does the phrase *ni-in-dug* with a direct statement occur, but one of the interested persons is presented in the name of the king (*mu-lugal*). It is very doubtful whether an oath was here taken.

¹ See *Babyloniaca* III 2, p. 114, note 1 for place of publication.

² See also Myhr. I (Pl. 1, No. 1), &c. But here no oath is expressed. The form *mu lugal* with a direct assertion may be considered a substitute for the regular oath formula.

7. ITT 1008*. A document of purchase in which an oath is taken by the king (*mu-lugal in-[na-pad-da]*) in the presence of witnesses. A second oath is referred to but the text is badly preserved.

8. ITT 3470. This is a commercial transaction in which an oath is sworn by the name of the king (*mu lugal-bi in-pad*) before witnesses.

9. ITT 3523. Another case of seizure, as ITT 3516, but here the oath is taken by calling upon the name of the king (*[m]u-lugal in-na-pad-da*). The tablet is badly broken.

10. ITT 3529. This is a gift document, the oath in which is sworn by the name of the king (*mu lugal-bi in-pad*). The complaint is made in court but no witnesses appear as far as we can make out from the broken tablet.

11. ITT 3532. A document dealing with a disputed purchase. The oath is taken by invoking the name of the king (*mu lugal-bi in-pad*) before witnesses.

12. ITT 3538. A business transaction concerning real estate. There is a reference to an oath which, as it seems, was formerly taken (*nam-erim-am*), and then the transaction is sworn to by the name of the king (*mu lugal in-pad-da*).

13. ZA XXV, 1—2, Sprechsaal, "Some Sumerian Contracts" by S. Langdon, p. 205 ff., No. 1 B. 6. The purchase of a female slave. The transaction is ratified by an oath taken by the name of the king (*mu lugal-bi in-pad*) in the presence of certain named persons who are undoubtedly the witnesses. There is a promise directly connected with the oath, namely, *galu galu nu gi-gi-da*, "man shall not bring suit against man" a formula found here for the first time on tablets belonging to this early period, but very common during the Hammurabi dynasty. The interesting Semitic word *bukānu*, under its Sumerian form *gištag*, occurs in Obv. l. 6 which is used so often in contracts of the Hammurabi dynasty, and may very well mean, as *Langdon* suggests, "dye" or "stamp", although it was not confined to slave-sales especially during the Hammurabi dynasty, as it is oftenest used in transactions pertaining to the produce of the field.

14. ZA XXV, 1—2, p. 209, No. 2. Bodleian Inscr. Sum. A 18. A fragmentary document of a settled commercial dispute in which the oath is taken by invoking the name of the king (*mu lugal-bi in-pad*) in the presence of witnesses.

15. Gen. *Dréh.* 5541. A transaction concerning a barley loan in which an oath is taken before witnesses in which the name of the king is invoked (*mu lugal-bi in-pad*).

Reign of Ibi-Sin.

1. Gen. *Dréh.* 5539. A dispute about cows which is settled, and an oath by the name of the king is taken (*mu lugal-bi in-pad*) before witnesses.

2. Gen. *Dréh.* 5540. A loan negotiated in presence of witnesses by taking an oath by the name of the king (*mu lugal-bi in-pad*).

Tablets undated or whose dates are uncertain or broken off.

1. Pcl. XIX (Pl. VII)§. A law-suit concerning the planting of a park. The condition of transaction is introduced by the phrase *mu lugal*, but no more direct evidence of an oath appears. The end of the tablet is broken. It is doubtful whether an oath was taken.

2. Myhr. Pl. 7 Nr. 13. A very much broken legal transaction which contains an oath by invoking the name of the king ([*mu*] [*l*]*u-gal in-pad*).

3. ITT 931*. A law-suit concerning a man's right to take a concubine in case of the barrenness of his wife. The text is very poorly preserved but it seems that the wife claims that an oath in the name of the king should not be taken (*mu lugal ba-ra-mu-enim-enim*) that her place be taken by a concubine. Witnesses are present among whom is a woman. The husband's name is Ur-^aLama, perhaps the patesi whom we have already met.

4. ITT 960*. This is a very interesting document. It deals with arrangements for a marriage. It seems that the consent of the parents must be procured in case of this marriage, and even the opposition of the mother would be sufficient to defeat the case. Face 1. 12 has *ki-mu-lugal-pad-da-ka ni-dur-ša* "the place where an oath is taken by the name of the king"¹ shows us that there must have been at this time such a place legally designated, although I have not been able to find anything more definite till we come to the Hammurabi dynasty

¹ Cf. p. 40 No. 6.

where we find such place commonly designated, e. g. at the *surrinnu*, etc. A direct statement comes between *mu-lugal* and *in-na-ni-dug-ga* (so and so, she said)¹ and an oath is taken (*nam-erim-am*) by the father of the bride and the young people are given the right of marriage. Witnesses, an assessor, and three judges are present.

Among the many historical inscriptions belonging to the period previous to the Hammurabi dynasty and which is classed as Sumerian, I have found only one which contains an oath. It is a treaty which was transliterated and translated some years ago by Thureau-Dangin in *Les Inscriptions de Sumer et d'Accad*, and in 1909 was published, transliterated and translated by the same author in conjunction with L. Heuzey in *Restitution Matérielle de la Stèle des Vautours*. E-an-na-tum king of Lagash (c. 2900 B. C.) made a treaty with the people of Gišhu; E-an-na-tum swore to the people (*nam-e-na-ta-tar*, "by that which [šušgal] I swore to them"), and they swore to him (*nam-mu-na-tar-ra*², "they swore"). The oath is quite elaborate. The king invokes the *šuš-gal* ("net")³ of Enlil (Bel), of the goddess Ningharsag, of Enki (Ea), of Enzu (Sin), of Babbar (Šamaš), and of Ninki; and the people call upon the name⁴ of the same deities. The oath was taken in the camp of the god Ningir-su (*a-ša[g]a-Ningir-zu-ka*) the son of Enlil.⁵ The same object by which the oath is sworn, namely the *šuš-gal*, will slay the person who proves to be a perjurer.

In the foregoing study every instance of an oath in the literary remains of the Sumerians has been recorded and commented upon wherever necessary. The study, therefore,

¹ See p. 42, n. 3..

² The following are variations of the same formula which are found in this inscription: *nam-e-ta-tar-ra*, "by which they swore"; *nam-ni ma-ni-tar-ra*, "by whom they swore"; also, the phrase occurs: *mu-pad-da*, "whose name was pronounced".

³ Symbolically used. Cf. Hab. 1, 16: "Therefore he (the Chaldean) sacrificeth unto his net, and burneth incense unto his seine".

⁴ Here *zi^d* . . .

⁵ It is noteworthy that if we admit that in the oath by En-lil his son Ningir-su is included, then the number of those invoked would be seven, the holy number of swearing.

covers that period of history from the earliest times to the First Babylonian or the Hammurabi dynasty.

During this period commercial literature has shown a progressive development in the method of oath-taking. In transactions of the earliest periods no oath is recorded. This was due, it seems, more to the stage of legal development than to any lack of religious feeling connected with a legal promise. Legal precautions developed a legal form in which we see an external expression of the religious thought always underlying the idea of the oath. During the Pre-Ur-Ninan period (the tablets of which come from Tello) we meet with a fairly stereotyped legal form of transaction, as such contract as RTC 12—15 show. Yet no oath was taken. An advance in form at least is, however, evident. Witnesses are present, and the very word for witness, as we have seen above, shows the religious idea underlying this innovation in formula. In the Ur-Ninan period (the tablets of which come from Tello and Susa) there is still no expression of an oath, at least in contract literature, but the stereotyped legal form is still present, witnesses are recorded. There is an interesting reference in one document which indicates a tendency which later ripened, I mean the ritual act of giving the hand at the conclusion of a transaction (see page 35). The transaction is also referred to as having been ratified in a temple. When we reach the dynasty of Ur (the tablets of which come from Tello and Dréhem) we find not only the same stereotyped legal form but, in addition, the direct expression of an oath. This takes two forms; first, where a simple oath is sworn: and secondly, where an oath is taken by invoking the name of the king. Here also the oath was sometimes taken in a specific place.

The only historical inscription representing the whole Sumerian period which contains an oath belongs to the dynasty of Ur-Nina, and the reign of Eannatum king of Lagash c. 2900 B. C. Here we see the oath in a form which is not found in any commercial literature of the Sumerian period, but which is common in both historical and commercial inscriptions of later times. A treaty is made, the chief ritual of which is the taking of an oath by both interested parties. The oath is made by invoking the *šusgal* of definitely named deities, and was taken in the camp or temple of Nin-gir-su. And what is still more interesting, a conditional malediction

was pronounced. Here we have the older form, the malediction,¹ and its successor, the oath, side by side in an important transaction.

As this historical inscription shows, being the only evidence of an oath prior to the dynasty of Ur, we have in these inscriptions the evidence not of the growth of a religious idea, but that of a legal custom in commercial transactions. Long before the custom of recording an oath in a legal document arose, this historical inscription teaches us that the custom of oath-taking was known. The idea underlying an oath and perhaps also the custom of practically taking an oath is as old as religion itself. The foregoing study, however, demonstrates that the legal formula in contracts was the result of a long development.

¹ Although in very late literature the malediction became again the more prevalent.